



STATE OF MONTANA REQUEST FOR PROPOSAL (RFP)

RFP Number:
070121

RFP Title:
Paul Taylor Memorial Fishing Access Site Analysis

RFP Response Due Date and Time:
February 28, 2007
2:00 p.m., Local Time

Number of Pages: **26**

ISSUING AGENCY INFORMATION

Procurement Officer:
Sally Byrd

Issue Date:
1/31/2007

Procurement Officer: **Sally Byrd**
Address: **P.O. Box 200701, 930 Custer Ave**
Telephone Number: **(406) 495-3249**
Fax Number: **(406) 495-3253**
E-mail Address: **sbyrd@mt.gov**

Phone: **(406) 495-3249**
Fax: **(406) 495-3253**
TTY Users, Dial 711

Website: <http://www.fwp.mt.gov>

INSTRUCTIONS TO OFFERORS

Return Proposal to:

Montana Fish, Wildlife and Parks
Purchasing Office
P.O. Box 200701
930 Custer Avenue
Helena, MT 59620-0701

Mark Face of Envelope/Package:

RFP Number: **070121**
RFP Response Due Date: **February 28, 2007**

Special Instructions: Mandatory
Pre-proposal conference, February 13, 2007 10:00
a.m, FWP Region 1 Head Quarters, 490 N Meridian
Rd, Kalispell MT -

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

Authorized Offeror Signatory:

(Please print name and sign in ink)

Offeror Phone Number:

Offeror FAX Number:

Offeror E-mail Address:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the State of Montana

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the State’s website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check the State’s website for RFP addenda.** Before submitting your response, check the State’s website at <http://www.fwp.mt.gov> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

This checklist is provided for assistance only and should not be submitted with Offeror’s Response.

SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date	<u>1/31/2007</u>
Pre-Proposal Conference	<u>2/13/2007</u>
Deadline for Receipt of Written Questions	<u>2/20/2007</u>
Deadline for Posting of Written Responses to the State's Website	<u>2/23/2007</u>
RFP Response Due Date	<u>2/28/2007</u>
Offeror Interviews/Product Demonstrations	<u>Possibly Week of March 19th</u>
Intended Date for Contract Award	<u>Possibly April 1, 2007</u>

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Montana Department of Fish, Wildlife & Parks (hereinafter referred to as “the State”) is seeking a contractor to provide site feasibility and environmental analysis of multiple properties to consider for acquisition and development as the Paul Taylor Memorial Fishing Access Site. Successful offeror to coordinate a public information campaign, utilizing public meetings for input and information. The state will provide up to six sites, on lakes or sloughs of 100 surface acres or larger, within Flathead County that are currently available by willing sellers to be analyzed for the potential of providing public access through the state of Montana Fishing Access Site Program. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 CONTRACT TERM

The contract term is for a period of one year beginning March 1, 2007 or at contract execution and ending February 28, 2008. Renewals of the contract, by mutual agreement of both parties, may be made at six-month intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of two years, at the option of the State.

1.2 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Sally Byrd**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Sally Byrd
Address: 930 Custer Ave, P O Box 200701, Helena MT 59620
Telephone Number: 406-495-3249
Fax Number: 406-495-3253
E-mail Address: sbyrd@mt.gov

1.3 REQUIRED REVIEW

1.3.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.3.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before February 20, 2007, 2:00p.m. Mountain Standard Time. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.3.3 State's Response. The State will provide an official written response by February 23, 2007 to all questions received by February 20, 2007, 2:00p.m. Mountain Standard Time. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be

binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at <http://www.fwp.mt.gov> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.4 PRE-PROPOSAL CONFERENCE

A mandatory Pre-Proposal Conference will be conducted at **FWP Region 1 Headquarters Office, 490 N Meridian, Kalispell MT 59901** on **February 13, 2007** at **10:00 p.m. Mountain Standard Time**. Offerors are encouraged to use this opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors discovered upon examination of this RFP. All responses to questions at the Pre-Proposal Conference will be oral and in no way binding on the State.

1.5 GENERAL REQUIREMENTS

1.5.1 Acceptance of Standard Terms and Conditions/Contract. By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP. Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address non-material requests for exceptions with the highest scoring offeror during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.5.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.5.3 Mandatory Requirements. To be eligible for consideration, an offeror ***must*** meet the intent of all mandatory requirements. The State will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.5.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.5.5 Prime Contractor/Subcontractors. The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.5.6 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.5.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.6 SUBMITTING A PROPOSAL

1.6.1 Organization of Proposal. Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following statement:

“(Offeror’s Name)” understands and will comply.

1.6.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.6.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.6.4 Price Sheet. Offerors *must* respond to this RFP by utilizing the RFP Price Sheets found in Section **five (5)**. These price sheets serve as the primary representation of each offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost/price.

1.6.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and Eight (8) copies** to the **purchasing unit of Fish Wildlife and Parks, P O Box 200701, 930 Custer Ave, Helena MT 59620**. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP # **070018**. ***Proposals must be received at the purchasing unit of Fish Wildlife and Parks prior to 2:00 p.m. Mountain Standard time, February 28, 2007. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.***

1.6.6 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.7 COST OF PREPARING A PROPOSAL

1.7.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.7.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See Mont. Code Ann. § 18-4-304.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://www.mt.gov/doa/gsd/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsive, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to **Kalispell**, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.6 Best and Final Offer. The "Best and Final Offer" is an option available to the State under the RFP process, which permits the State to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The State reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

2.3.7 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation.

2.3.8 Request for Documents Notice. Upon concurrence with the evaluator's/evaluation committee's recommendation for contract award, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required insurance documents, contract performance security, an electronic copy of any requested material, i.e., response to clarification questions and/or Best and Final Offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place. The procurement officer will notify all other offerors of the State's intent to begin contract negotiation with the highest scoring offeror.

2.3.9 Contract Negotiation. Upon issuance of the "Request for Documents Notice," the procurement officer and/or state agency representatives may begin contract negotiation with the responsive and responsible offeror whose proposal achieves the highest score and is, therefore, the most advantageous to the State. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and begin negotiations with the next highest scoring offeror.

2.3.10 Contract Award. Contract award, if any, will be made to the highest scoring offeror who provides all required documents and successfully completes contract negotiation. A formal contract utilizing the Contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A will be executed by all parties.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- cancel or terminate this RFP (Mont. Code Ann. § 18-4-307);
- reject any or all proposals received in response to this RFP (ARM 2.5.602);
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- if awarded, terminate any contract if the State determines adequate state funds are not available (Mont. Code Ann. § 18-4-313).

SECTION 3: SCOPE OF PROJECT

3.0 Overview

The State of Montana is seeking proposals from qualified contractors to conduct environmental reviews of up to six sites and coordinate a public information campaign for public information and input. Fish Wildlife and Parks will provide up to six potential sites within Flathead County to be considered for the acquisition and development of the Paul Taylor Memorial Fishing Access Site. Environmental review to be completed in accordance with the Montana Environmental Protection Act (MEPA).

3.1 PROJECT BACKGROUND

In January of 2003 Elizabeth Taylor approached Montana Fish, Wildlife & Parks (FWP) and indicated that she would like to donate funds for the acquisition and maintenance of property to serve as a public fishing access site (FAS) in memory of her son Paul Taylor. During the same time frame the Edna Ridenour family indicated that they had a 10-acre parcel on Lake Five, a 151.8-acre lake located off U. S. Highway 2 between Columbia Falls and West Glacier in Flathead County, that they would be willing to bargain sale for the purpose of providing public access. A sale was completed and the parcel, along with funds for future site maintenance, were donated to the FWP Foundation for development as an FAS.

On February 17, 2005, FWP released a draft environmental analysis (EA) for the purpose of developing a FAS on the lake. After the extensive public review process in which hundreds of comments were received, FWP completed a final EA for the acquisition and development of the FAS on Lake Five. The record of decision called for construction of a day-use boat access area on the parcel that was purchased from the Redenours. The development would provide access to Lake Five via an improved gravel road, and provide a boat ramp, boat dock, latrine and gravel parking lot for 15 vehicles and six truck and trailer combinations.

The decision to build the access was appealed by some residents of the lake. The appellants successfully convinced the court to place an injunction that prevented FWP from developing the site. The court found that FWP did not adequately involve the public in the initial selection of the site. A compromise was reached allowing FWP, utilizing an impartial third party contractor, to conduct a new search for land to purchase and develop as the Paul Taylor Memorial Fishing Access Site. This search will be conducted in accordance with The Montana Environmental Protection Act (MEPA) to evaluate parcels for their potential as a fishing access site. The EA will determine potential impacts associated with site development and visitor use typically associated with a motorboat access site in Region One. FWP assumes that amenities at the site would consist of gravel or paved roads and parking sites, vault latrines, a concrete boat ramp and dock.

3.2 OFFEROR DUTIES AND RESPONSIBILITIES

FWP Staff will select up to six potential sites to be assessed by the offeror for acquisition as a motorboat fishing access site (FAS). All sites selected will be parcels that are available for sale from willing sellers and located on a body of water within FWP administrative region one. Offeror will be responsible for conducting a comprehensive (EA) in compliance with MEPA with the goal of evaluating potential impacts associated with the development of a FAS at each parcel. Amenities associated with a typical motorboat FAS include an access road, a concrete boat ramp, a dock, a

parking area suitable for at least 8-boat trailer and 10 passenger car spaces, and a sealed vault latrine. The evaluation should also include an assessment of the feasibility for development of an on-site seasonal host RV site with utilities including power, water, septic and phone. Offeror will receive and compile public input regarding site alternatives offered in the Draft Environmental Analysis and submit this data with recommendations to FWP.

The offeror will coordinate a public information campaign for public input and involvement. The offeror will work with FWP to determine the methods of agency and public involvement. Working with FWP staff, the offeror will help prepare and distribute public notices and news releases. Approximately one to three public open house-type meetings will be facilitated by the offeror. Meetings are typically two to three hours in length and will be held at the Region One Headquarters in Kalispell. All meetings are subject to the public meetings laws of the State of Montana. Offeror will be responsible for organizing, facilitating, providing visuals, recording and analyzing public input, and compiling results for use in development of alternative sites.

The offeror will provide a complete Draft Environmental Assessment (DEA) detailing site analysis, including findings of impact to the human or physical environment. The DEA shall evaluate a range of alternatives for site acquisition and development. Final draft to be submitted as a hard copy and must include one electronic copy of the proposal, preferably in PDF format, on compact disk. If unable to provide an electronic copy of the proposal in PDF format must provide it in Word or text format.

The site acquisition evaluation for each property shall include the following, but is not limited to:

- a cost comparison of the proposed sites,
- suitability of the site for an FAS
- ADA accessibility
- fishing quality of the water body
- proximity to adjacent homes and other public access sites
- uncontested public road access to the property, covenants, deed restrictions, easements, etc.

The acquisition evaluation should also include potential site distance constraints for the existing or proposed highway approach and potential physical limitations associated with developing the specified improvements on the proposed property,

Final draft of proposals to be submitted as a hard copy and include one electronic copy of the proposal, preferably in PDF format, on compact disk. Offerors unable to provide an electronic copy of the proposal in PDF format must provide it in Word or text format.

3.3 AGENCY RESPONSIBILITIES

- Fish Wildlife and Parks, Region 1 Supervisor will provide final approval of the selected offeror's design, facilitations, timelines, development and production proposals for the plan.
- Fish Wildlife and Parks will provide all existing background resource documents.
- Fish Wildlife and Parks will work with the offeror to implement public information campaign, such as editing and distributing news releases, to promote involvement in and awareness of the EA process.
- Fish Wildlife and Parks personnel will attend and assist with the scheduling, organizing, set-up, refreshments and oversight of all meetings.
- Fish Wildlife and Parks will review and edit components of the EA on a timely basis.

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE “(OFFEROR’S NAME) UNDERSTANDS AND WILL COMPLY” IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.

4.1.1 References. Offeror shall provide a minimum of **three (3)** references that are using services of the type proposed in this RFP. The references may include state government or universities where the offeror, preferably within the last three **(3)** years, has successfully completed **similar projects requiring MEPA or NEPA compliance**. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer's telephone number, e-mail address, and a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

4.1.2 Resumes/Company Profile and Experience. Offeror shall have a minimum of **three (3)** years of experience in site analysis for environmental assessment utilizing requirements of the Montana Environmental Protection Act and at least 3 years experience in facilitation of public meetings and compilation of public input similar to the services of the type proposed in this RFP. Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the supply/service type and dates the supplies and/or services were provided. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience with conducting MEPA processes regarding land acquisition and development should be provided for all key personnel who will be involved with any aspects of the contract.

4.1.3 Ability to Meet Supply Specifications. Offeror shall provide information as to its ability to meet the following supply specifications, as more specifically detailed above in Section 3.

1. Demonstrate knowledge of Montana Environmental Protection Act
2. Demonstrate knowledge of public facilitation and techniques used to obtain and utilize information from the public. Ability to engage diverse user groups and collect constructive public input.
3. Demonstrate a working knowledge of relevant land use issues and conflicts surrounding public access in Montana.
4. Ability to produce professional, user-friendly documents that meet all MEPA requirements.
5. Ability to communicate with landowners and FWP employees verbally and in written form.
6. Experience with legal documents, such as easements, property deeds and other real estate documents.

4.1.4 Method of Providing Services. Offeror shall provide a work plan describing methods to be used that will convincingly demonstrate to the State what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished to meet the contract requirements as more specifically detailed above in Section 3. Offeror must specifically address each of the following requirements as defined in this RFP:

1. Site analysis for impacts to the human and physical environments, as well as cumulative impacts as defined in MEPA. Ability to produce professional, user-friendly documents that meet all MEPA requirements. Ability to communicate with landowners and FWP employees verbally and in written form. Demonstrate knowledge of Montana Environmental Protection Act. Demonstrate a working knowledge of relevant land use issues and conflicts surrounding public access in Montana. Experience with legal documents, such as easements, property deeds and other real estate documents.
2. Facilitation of public meetings and compilation of public input. Ability to communicate with landowners, stakeholders and FWP employees verbally and in written form. Demonstrate knowledge of public meeting facilitation and techniques used. Ability to engage diverse user groups and collect constructive public input.

SECTION 5: COST PROPOSAL

The anticipated cost and project funds to analyze up to six sites for acquisition and development as a Fishing Access Site, Gather public input, and development of a draft environmental analysis is approximately \$10,000.00. The offeror must develop and present a budget for this proposal addressing all aspects and phases of the project, broken out by the categories listed below. Budget details will include, but are not limited to the costs of equipment, materials, supplies, labor and wages, travel, indirect costs, and delivery of an electronic copy of the draft environmental analysis to Fish Wildlife and Parks.

Unless clearly and specifically noted otherwise in the proposal, and confirmed in a subsequent contract, submission of a proposal indicates acceptance by the offeror of the conditions contained in the RFP. The State will not reimburse offerors for any expenses incurred in preparing proposals or participation in any informational meetings prior to proposal submission and contract execution.

Budget detail must be line item specific (i.e., car mileage at price per mile, number of staff) and must include the categories listed below. Proposed cost figures must be complete and comprehensive. The proposed budget should be easily followed to show how cost figures were computed and derived.

List details of other expenses using separate sheet if necessary.

Planning Meetings with Agency and on Site Tours

Staff		\$
Travel		\$
Per Diem		\$
Other		\$

Sub Total \$ _____

Public Open Houses - Public Involvement

Staff		\$
Travel		\$
Per Diem		\$
Other		\$

Sub Total \$ _____

Site Analysis for Feasibility and Impacts.

Staff		\$
Travel		\$
Per Diem		\$
Other		\$

Sub Total \$ _____

Draft Environmental Analysis Document Development

Staff		\$
Materials		\$
Other		\$

Sub Total \$ _____

Total Project Cost \$ _____

SECTION 6: EVALUATION PROCESS

6.0 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of **1000 points**.

The **References, Resumes/Company Profile and Experience, Ability to Meet Supply Specifications, and Method of Providing Services** portions of the offer will be evaluated based on the following Scoring Guide. The **Financial Stability** portion of the offer will be evaluated on a pass/fail basis, with any firm receiving a "fail" eliminated from further consideration. The **Cost Proposal** will be evaluated based on the formula set forth below.

6.1 EVALUATION CRITERIA

References		4.1.1	10% of points for a possible 100 points
Category		Section of RFP	Point Value
A.	References	4.1.1	100
(Complete Contact Information Provided)			

Resumes/Company Profile and Experience		4.1.2	20% of points for a possible 200 points
Category		Section of RFP	Point Value
A.	Years of Experience	4.1.2	60
B.	Past Projects	4.1.2	60
C.	Staff Qualifications	4.1.2	80

Ability to Meet Supply Specifications		4.1.3	30% of points for a possible 300 points
Category			Point Value
A.	Demonstrate knowledge of Montana Environmental Protection Act		100
B.	Demonstrate knowledge of public facilitation and techniques used to obtain and utilize information from the public. Ability to engage diverse user groups and collect constructive public input. Ability to engage diverse user groups and collect constructive public input		100
C.	Demonstrate a working knowledge of relevant land use issues and conflicts surrounding public access in Montana		25
D.	Ability to produce professional, user-friendly documents that meet all MEPA requirements.		25
E.	Ability to communicate with landowners and FWP employees verbally and in written form.		25
F.	Experience with legal documents, such as easements, property deeds and other real estate Documents.		25

Method of Providing Services	4.1.4	20% of points for a possible 200 points
Category	Section of RFP	Point Value
A. Site analysis for impacts to the human and physical environments, as well as cumulative impacts as defined in MEPA. Ability to produce professional, user-friendly documents that meet all MEPA requirements. Ability to communicate with landowners and FWP employees verbally and in written form. Demonstrate knowledge of Montana Environmental Protection Act. Demonstrate a working knowledge of relevant land use issues and conflicts surrounding public access in Montana. Experience with legal documents, such as easements, property deeds and other real estate documents.		100
B. Facilitation of public meetings and compilation of public input. Ability to communicate with landowners, stakeholders and FWP employees verbally and in written form. Demonstrate knowledge of public meeting facilitation and techniques used. Ability to engage diverse user groups and collect constructive public input.	4.1.4	100

Cost Proposal	5.0	20% of points for a possible 200 points
Category	Section of RFP	Point Value
A. Cost Proposal 5.0	5.0	200

Price Sheets. Offerors **must** respond to this RFP by utilizing the RFP Price Sheets found in Section **five (5)**. These price sheets serve as the primary representation of each offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost/price.

Contractor should provide Total Project Cost.

Proposal must include all expenses associated with this contract i.e. travel, overnight expenses, report production, map production and photographs. **Contractor should provide Total Project Cost.**

Total Project Cost \$_____

Lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost is 200. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 200 points, Offeror B would receive 133.40 points ($\$20,000/\$30,000 = 67\% \times 200 \text{ points} = 133.40$).

Lowest Responsive Offer Total Cost

_____ x Number of available points = Award Points

This Offeror's Total Cost

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related

accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Section 18-4-313(4), MCA.)

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Revised 11/06

APPENDIX B: CONTRACT

1. Parties
2. Effective Date, Duration and Renewal
3. Cost/Price Adjustments (Optional)
4. Services and/or Supplies
5. Consideration/Payment
6. Access and Retention of Records
7. Assignment, Transfer and Subcontracting
8. Hold Harmless/Indemnification
9. Required Insurance (Optional)
10. Compliance with Workers' Compensation Act
11. Compliance with Laws
12. Intellectual Property (Optional)
13. Patent and Copyright Protection (Optional)
14. Contract Performance Security (Optional)
15. Contract Termination
16. Liaison and Service of Notices
17. Meetings
18. Contractor Performance Assessments (Optional)
19. Transition Assistance
20. Choice of Law and Venue
21. Scope, Amendment and Interpretation
22. Execution

Paul Taylor FAS – Facilitation and EA
(CONTRACT NUMBER)

1. PARTIES

THIS CONTRACT, is entered into by and between the State of Montana **Fish, Wildlife and Parks** (hereinafter referred to as “the State”), whose address and phone number are **406-751-4574**, 490 N Meridian RD, Kalispell MT and **(insert name of contractor)**, (hereinafter referred to as the “Contractor”), whose address and phone number are **(insert address)** and **(insert phone number)**.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on **upon contract execution** and terminate on February 28, 2008, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in **six**-month intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of two (2) years.

3. COST/PRICE ADJUSTMENTS

3.1 Cost Increase by Mutual Agreement. After the initial term of the contract, each renewal term may be subject to a cost increase by mutual agreement.

4. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the following: contractor to conduct environmental reviews of up to six sites and coordinate a public information campaign for public information and input. Fish Wildlife and Parks will provide up to six potential sites within Flathead County to be considered for the acquisition and development of the Paul Taylor Memorial Fishing Access Site. Environmental review to be completed in accordance with the Montana Environmental Protection Act (MEPA).

5. CONSIDERATION/PAYMENT

5.1 Payment Schedule. In consideration for the **Environmental review and meeting facilitation** to be provided, the State shall pay according to the following schedule: **(insert pay schedule)**.

5.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

6. ACCESS AND RETENTION OF RECORDS

6.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Mont. Code Ann. § 18-1-118.)

6.2 Retention Period. The Contractor agrees to create and retain records supporting the **environmental review and meeting facilitation** for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

7. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

8. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

9. REQUIRED INSURANCE

9.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

9.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

9.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$300,000** per occurrence and **\$600,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

9.4 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

9.5 Specific Requirements for Automobile Liability. The Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 to cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns or subcontractors.

9.6 Additional Insured Status. The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, hired, or borrowed by the Contractor.

9.7 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce

or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

9.8 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the **Purchasing Office, FWP P O Box 200701, Helena MT 59620**. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

10. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the **Purchasing Office, FWP P O Box 200701, Helena MT 59620**, upon expiration.

11. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

15. CONTRACT TERMINATION

15.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

15.2 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See Mont. Code Ann. § 18-4-313(4).)

16. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

_____ will be the liaison for the State.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

_____ will be the liaison for the Contractor.

(Address):

(City, State, ZIP):

Telephone:

Cell Phone:

Fax:

E-mail:

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

17. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

19. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

20. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

21. SCOPE, AMENDMENT AND INTERPRETATION

21.1 Contract. This contract consists of (insert number) numbered pages, any Attachments as required, RFP #070121, as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

21.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

22. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

(INSERT AGENCY NAME)

(Insert Address)

(Insert City, State, Zip)

(INSERT CONTRACTOR'S NAME)

(Insert Address)

(Insert City, State, Zip)

BY: _____
(Name/Title)

BY: _____
(Name/Title)

BY: _____
(Signature)

BY: _____
(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)
Agency: _____

Approved as to Form:

Procurement Officer (Date)
State Procurement Bureau